

Notice of Contract Purchase Agreement

Page 1 of 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS CAPITOL HILL PROVIDENCE RI 02908

V E 22436
N ZOLL MEDICAL CORP
D 269 MILL RD
CHELMSFORD, MA 01824

AUTOMATED EXTERNAL DEFIBRILLATORS (MPA-370)

Award Number 3073263 Effective Period: 18-FEB-08 - 31-DEC-13

S H MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Date: 25-FEB-08
Buyer: A Miller White
Shipping: Paid
Terms: NET 30

I N WASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		7050804	

BLANKET REQUIREMENTS: 2/18/08 - 12/31/13 (SIX YEAR CONTRACT)

MASTER PRICE AGREEMENT #370

AUTOMATED EXTERNAL DEFIBRILLATORS PER ATTACHED PRICING

AUTOMATIC EXTERNAL DEFIBRILLATORS TO BE USED BY THE THE DEPARTMENTS AND AGENCIES OF THE STATE, CITIES AND TOWNS, SCHOOL DISTRICTS, GOVERNMENTAL SUBDIVISIONS, AND THE COLLEGES (RI COLLEGE AND CCRI) AND UNIVERSITY (URI) WITHIN THE STATE OF RHODE ISLAND.

PRICES MAY BE ADJUSTED AT THE END OF THE SECOND (2ND) AND FOURTH (4TH) YEARS BY SUBMITTING UPDATED PRICE LISTS.

SUPPLIER CONTACT: EUGENE MCAULIFFE TELEPHONE: 800-348-9011 FAX: 978-421-0005

JewelMC 3/5/08





TO: State of Rhode Island **Division of Purchases**

> One Capitol Hill Providence, RI 02908

Attn: Alma Miller, Buyer

Tel: (401) 574-8124

ZOLL Medical Corporation

Worldwide HeadQuarters 269 Mill Rd Chelmsford, Massachusetts 01824-4105 (978) 421-9655 Main (800) 348-9011 (978) 421-0015 Telefax

QUOTATION 12073 V:1

DATE: December 20, 2007

TERMS: Net 30 Days

REQUEST FOR QUOTE FOR AUTOMATED EXTERNAL DEFIBRILLATORS DUE 12/27/07 @

10:15 AM

FOB: Destination

Freight: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1		AED Plus Package (Option 1) Includes:	1	\$2,119.00	\$1,375.00	\$1,375.00 *
1a	20100000101011010	ZOLL AED Plus with Graphical Cover. Includes: LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph. Supplied with Public Safety PASS Cover, Softcase, Operator's Guide and (5) five year limited warranty.	1	\$1,895.00	\$1,195.80	
1b	8000-0807-01	Type 123 Lithium Batteries, quantity of ten (10) with storage sleeve	1	\$75.00	\$60.00	
1c	8900-0800-01	CPR-D Padz one piece defibrillation and CPR System with compression, depth and rate sensors. Supplied with gloves, barrier mask, scissors, razor, wet wipe and dry wipe Five (5) year shelf-life Special "long-life armor pack" for storage in softpak carry case.	1	\$149.00	\$119.20	

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

- 1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER
- 2. PRICES WILL BE F.O.B. DESTINATION (FREE FREIGHT)
- 3. WARRANTY PERIOD (See above AND Attachment).
- 4. PRICES QUOTED ARE FIRM FOR 60 DAYS.
- 5. APPLICABLE TAX CHARGES ADDITIONAL.
- 6. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
- 7. PURCHASE ORDERS TO BE FAXED TO ZOLL CUSTOMER SERVICE AT 978-421-0015.
- 8. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
- 9. PLEASE PROVIDE A COPY OF OR REFERENCE TO YOUR QUOTATION NUMBER WITH PURCHASE

Eugene McAnliffe force Eugene McAuliffe

Public Safety Territory Manager 800-242-9150. x9777





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TEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
2		AED Plus Package (Option 2) Includes:	1	\$2,114.00	\$1,375.00	\$1,375.00
2a	20100000302011010	ZOLL AED Plus with Professional Rescuer Graphics. Includes: LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph Supplied with Public Safety PASS Cover, Softcase, Operator's Guide and (5) five year limited warranty.	1	\$1,895.00	\$1,199.80	
2b	8000-0807-01	Type 123 Lithium Batteries, quantity of ten (10) with storage sleeve	1	\$75 00	\$60.00	
2c	8900-0801-01	stat•padz II Adult Multi-Function Electrodes (1 pair)	1	\$55.00	\$44.00	
2d	8900-0810-01	Pedi•padz II Pediatric Multi-Function Electrodes- The AED recognizes when Pedi•padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life	1	\$89.00	\$71.20	
		물리의 경기 하는 사회의 경기는 기가 중에 밝아지다. 경기를 가는 사람이 있는 것은 이 것은 이 가장이다.				
		*Reflects Discount Pricing,				

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- 2. PRICES WILL BE F.O.B. DESTINATION (FREE FREIGHT).
- 3. WARRANTY PERIOD (See above AND Attachment).
- 4. PRICES QUOTED ARE FIRM FOR 60 DAYS
- 5. APPLICABLE TAX CHARGES ADDITIONAL
- 6. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
- 7. PURCHASE ORDERS TO BE FAXED TO ZOLL CUSTOMER SERVICE AT 978-421-0015.
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Eugene McAultHem Eugene McAuliffe Public Safety Territory Manager

800-242-9150, x9777

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\$2,804.10

AED Pro Semi-Auto Only Defibrillator Packages:

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AED Pro Semi-Auto Only Inclu	des 1 CPR-D Pad	z electrode Se	aled Lead Acid	4422
Battery ordered separately				\$3,595

Includes: Backlit LCD screen soft carry case rugged over-molded outer housing, multi-patient internal memory, IrDA port operator guide, five year factory warranty. Imited lifetime outer housing warranty

Other Options:

	Omer Ophoris.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
)	AED Pro Semi-Auto Only. Includes 2 sets of Stat-Padz II electrodes Sealed Lead Acid Battery ordered separately	\$3,595	\$2,804.10
)	AED Pro Semi-Auto Only. Includes 1 CPR-D Padz electrode Non-Rechargeable Lithium Ion Battery ordered separately	\$3,595	\$2,804 10
)	AED Pro Semi-Auto Only. Includes 2 sets of Stat Padz II electrodes Non- Rechargeable Lithium Ion Battery ordered separately	\$3,595	\$2,804.10
).	AED Pro Semi-Auto Only. Includes 2 sets of Stat Padz II electrodes Smart Battery ordered separately.	\$3,645	\$2,843.10
	AED Pro Semi-Auto Only Includes 1 CPR-D Padz electrode Smart Battery ordered separately	\$3,645	\$2,843.10
	AED Pro Semi-Auto Only. Includes 1 CPR-D Padz electrode SurePower TM Rechargeable Lithium Ion Battery ordered separately	\$3,595	\$2,804.10
	AED Pro Semi-Auto Only. Includes 2 sets of Stat-Padz II electrodes SurePower™ Rechargeable Lithium Ion Battery ordered separately	\$3,595	\$2,804 10
		and the second	

AED Pro Semi-Auto/Manual Defibrillator Packages:

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AED Pro Semi-Auto/Manual. Includes 1 CPR-D Padz electrode Sealed Lead Acid		
Battery ordered separately	\$3,795	\$2,960 10
Includes: Backlit LCD screen, soft carry case rugged over-molded outer housing, multi-patient internal	1. 300	
memory. IrDA port, operator guide five year factory warranty, limited lifetime outer housing warranty		

Other Ontions

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	9	0	1	0	8	2	0	4	9	9	9	9	1		0	1	0	AED Pro Semi-Auto/Manual. Includes 2 sets of Stat-Padz II electrodes. Sealed Lead Acid Battery ordered separately	\$3,795	\$2,960.10
	9	0	1	0	3	4	0	4	9	9	9	9	1	j	0	1	0	AED Pro Semi-Auto/Manual. Includes 1 CPR-D Padz electrode Non-Rechargeable Lilhium Ion Battery ordered separately	\$3,795	\$2,960.10
	9	0 1	1	0	8	4	0	4	9	9	9	9	1	. 1	0	1	0	AED Pro Semi-Auto/Manual. Includes 2 sets of Stat Padz II electrodes Non-Rechargeable Lithium Ion Battery ordered separately	\$3,795	\$2,960.10
	9	0 1	1	0	8	3	0	٤	9	9	9	9	1	(0	1	0	AED Pro Semi-Auto/Manual. Includes 2 sets of Stat Padz II electrodes Smart Battery ordered separately	\$3,845	\$2,999.10
	9	0 1	1	0	3	3	0 4	1	9	9	9	9	1	1	0	1	0	AED Pro Semi-Auto/Manual Includes 1 CPR-D Padz electrode Smart Battery ordered separately	\$3,845	\$2,999.10
	9	0 1	1	0	3	5	0 4	١	9	9	9	9	1	(0	1	0	AED Pro Semi-Auto/Manual. Includes 1 CPR-D Padz electrode SurePower™ Rechargeable Lithium Ion Battery ordered separately	\$3,795	\$2,960 10
	9	0 1	1	0	8	5	0 4		9	9	9	9	1	()	1	0	AED Pro Semi-Auto/Manual. Includes 2 sets of Stat-Padz II electrodes SurePower™ Rechargeable Lithium Ion Battery ordered separately	\$3,795	\$2,960.10

AED Pro Notes

Voice Recording can be added to AED Pro by changing digit 8 with a "2". Add \$500.

Batteries for all AED Pro defibrillators are NOT included with device and must be ordered as a separate line item. See AED Pro accessories for part numbers and prices.

AED Pro continued...

AED Pro Manual Only Defibrillator Packages: List State of RI AED Pro Manual Only, includes 1 CPR-D Padz electrode. Sealed Lead Acid Battery \$3,595 \$2,804.10 ordered separately Includes: Backlit LCD screen, soft carry case, rugged over-molded outer housing, multi-patient int memory IrDA port, operator guide five year factory warranty, limited lifetime outer housing warranty. AED Pro Manual Only. Includes 2 sets of Stat-Padz II electrodes. Sealed Lead Acid \$3,595 Battery ordered separately \$2,804.10 AED Pro Manual Only. Includes 1 CPR-D Padz electrode Non-Rechargeable 4 0 4 9 O 1 \$3,595 \$2,804.10 Lithium Ion Battery ordered separately AED Pro Manual Only, Includes 2 sets of Stat Padz II electrodes Non-0 1 1 1 0 4 0 4 9 1 \$3,595 \$2,804.10 Rechargeable Lithium Ion Battery ordered separately AED Pro Manual Only. Includes 2 sets of Stat Padz II electrodes Smart Battery 8 1 1 1 0 3 0 4 9 9 9 9 1 0 1 \$3.645 \$2.843.10 ordered separately AED Pro Manual Only. Includes 1 CPR-D Padz electrode Smart Battery ordered 0 1 1 0 7 3 0 4 9 1 \$3,645 \$2,843.10 separately AED Pro Manual Only, includes 1 CPR-D Padz electrode SurePower™ 0 1 1 0 7 5 0 4 9 9 9 0 1 \$3,595 \$2,804.10 Rechargeable Lithium Ion Battery ordered separately AED Pro Manual Only. Includes 2 sets of Stat-Padz II electrodes SurePower™ 0 1 1 1 0 5 0 4 9 9 0 1 \$3,595 \$2,804.10 Rechargeable Lithium Ion Battery ordered separately AED Pro Defibrillators (No Electrodes included): AED Pro Semi-Auto/Manual \$3,695 \$2,882 10 includes: Backlit LCD screen, soft carry case rugged over-molded outer housing, multi-patient internal memory, IrDA port operator guide, five year factory warranty limited lifetime outer housing warranty Other Options: 9 0 1 **AED Pro Manual Only** \$3,495 \$2,726.10 0 AED Pro Semi-Auto Only \$3,495 \$2,726.10

AED Pro Lifetime Unconditional Outer Housing Warranty

ZOLL Medical Corporation warrants solely to the purchaser of an AED Pro defibrillator that if the AED Pro injected molded enclosure is cracked or broken under normal operating conditions, that ZOLL will repair or replace the exterior upper or lower housing (at its sole option) so as to return the housing to its original factory condition. This warranty is provided for the life of the AED Pro unit when the AED Pro is used under normal conditions.

This warranty is the sole warranty made with respect to the AED Pro upper and lower housing and is expressly in lieu of any other warranty either stated or implied, including any implied warranty of merchantability. ZOLL expressly disclaims all liability for any special or consequential damages. Breakage or damage to the screen, electronic or other portion of the AED Pro defibrillator other than the injected molded enclosure is specifically excluded from this warranty.

AED Pro Notes

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AED Pro Ac	ccessories	List	State of RI
<u>Cables</u>			
8000-0838	AED Pro ECG Cable AAMI	\$150	\$120.00
Batteries			
8000-0860-01	AED Pro non-rechargeable lithium batttery pack	\$150	\$117.00
8000-0299-01	1400/2000/1600/1700/M Series/E Series/AED Pro Sealed Lead Acid Battery (not upgradeable to Smart Battery)	\$130	\$101.40
Cases			
8000-0810-01	AED Pro Soft Carry Case	\$100	\$80.00
8000-0832-01	AED Pro Molded Vinyl Carry Case with Spare Battery Compartment	\$150	\$120 00
8000-0875-32	AED Pro Hard Case with Foam Cut-Outs	\$179	\$143.20
<u>Simulator</u>			
8000-0829-01	AED Pro Simulator	\$225	\$180.00
8009-0751-01	SeeThru CPR Simulator for E Series, R Series, and AED Pro	\$475	\$380.00
<u>Other</u>	보통 한 살이 되는 것이 하는 것이 없다.		
9658-0800-01	ZOLL Administrative Software for AED Pro, CD-ROM	\$25	\$20.00
7771-0001-01	AED Pro 2005 Guidelines Upgrade Kit	\$25	\$25.00
<u>Manuals</u>			
9650-0350-01	AED Pro Replacement Operator Guide	\$25	\$20.00
9650-0309-01	AED Pro Service Manual	\$50	\$40.00
	그는 하는 문문 하다는 사람들은 사람들이 되었다. 그는 사람들은 사람들은 사람들이 되었다. 그리고 그렇게 되었다.		

State of RI BID 122707 Price List

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Option Fields			
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2 0 1 0 0	ZOLL AED Plus with Professional Rescuer Graphics	\$1,895	\$1,199.90
	Includes: LCD screen showing voice prompt messages, device advisory messages elapsed time shock count and chest compression graph. Supplied with Public Safety.		
	PASS Cover Softcase Operator's Guide and (5) five year limited warranty		
2 0 1 0 0	0 0 0 1 0 1 0 1 1 0 1 0 ZOLL AED Plus with Graphical Cover	\$1,895	\$1,195.80
	Plus Accessories		
<u>Disposables</u>			
8900-0800-01	CPR-D Padz one piece defibrillation and CPR System with compression, depth and rate sensors. Supplied with gloves, barrier mask, scissors, razor, wet wipe and dry wipe. Five (5) year shelf-life. Special "long-life armor pack" for storage in	\$149	\$119.20
	softpak carry case		
8900-0808-01	CPR-D accessory kit contains CPR barrier mask, scissors, gloves, prep razor, towel and a moist towelette in a small zip-lock pouch, one case of 50 each	\$750	\$600.00
8900-0807-01	CPR-D accessory kit contains CPR barrier mask, scissors, gloves, prep razor, towel and a moist towelette in a small zip-lock	¢47	642.00
	pouch, one each, Pedi-padz II Pediatric Multi-Function Electrodes - Designed for use with the ZOLL AED Plus defibrillator. The AED	\$17	\$13:60
8900-0810-01	recognizes when Pedi-padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric	\$89	\$71.20
0000 0004 04	levels. Twenty four (24) month shelf-life. One Pair	n del Moral Tradition	
8900-0801-01	stat•padz II HVP Multi-Function Electrodes, 1 pair	\$55	\$44.00
Battery Supp	<u>brt</u> 가능적으로 가입을 하는 것 같은 사람들은 사람들이 많은 그리고 하는 첫		SAN TEN
8000-0807-01	Type 123 Lithium Batteries, quantity of ten (10) with storage sleeve	\$75	\$60.00
Note: Batteries &	Electrodes must be purchased separately.		
	Representative for quantity requirements		
Miscellaneou			
<u>miscenarieous</u>	AED Plus 2005 Guidelines Upgrade Ten - Kit Includes instruction sheet, ZOLL Administratiive Software (ZAS) and ten sets		
7771-0002-01	of icon stickers for modifying icons on the face of the AED Plus, and a Software Update Acknowledgement Form to be faxed	\$100	\$100.00
	or sent back to ZOLL when upgrades are complete		
7774 0004 04	AED Plus 2005 Guidelines Upgrade Single - Kit Includes instruction sheet, ZOLL Administratiive Software (ZAS) and one		
7771-0004-01	set of icon stickers for modifying icons on the face of the AED Plus, and aSoftware Update Acknowledgement Form to be faxed or sent back to ZOLL when upgrades are complete	\$10	\$10.00
8008-0595	AED Plus 2005 Guidelines Upgrade Icon Sticker Ten - Pack includes ten sets of icon stickers with no CD	6400	6400.00
0000-0000	The Transfer of State from Sticker 1811 - Lack moldings felt sets of from Suckers with the CD	\$100	\$100.00
7777-0801-01	AED Plus 5 1 Application Software Upgrade Kit Allows users to upgrade their AED Plus to the latest level of software Allows	\$25	\$20.00
	the AED Plus to recognize Pedi Padz II and perform pediatric rescue. Includes Admin Guide and Upgrade Instructions		
8000-0837-01	Large Pelican Case with cut-outs for AED Plus, CPR-D Padz and Pedi-Padz	\$179	\$143.20
8000-0836-01	Small Pelican Case with cut-outs for AED Plus only	\$139	\$111.20
8000-0802-01	Replacement Softcase	\$105	\$84.00
8000-0806-01	Replacement Softcase - POLICE	\$105	\$84.00
8000-0812-01	Replacement Public Safety PASS Cover designed for CPR-D Padz and accessories	\$50	\$40.00
8000-0808-01	Replacement Public Access PASS Cover (Graphic Interface Label) designed for CPR-D Padz and accessories	\$50	\$40.00
8000-0803-01	Compact Low Profile Public Safety Cover (not for use with CPR-D Padz and accessories)	\$50	\$40.00
8000-0804-01	Defibrillator Analyzer Adapter Cable - connects AED Plus to defibrillator analyzer	\$98	\$78.40
8000-0819-01	Simulator/Tester -connects to AED Plus to demonstrate operation	\$150	\$120.00
8000-0809-01	Mounting Bracket (used to mount unit on the wall)	\$50	\$40.00
8000-0855	Standard Metal Wall Cabinet	\$185	\$148.00
8000-0817	Surface Wall Mounting Box	\$299	\$239.20
8000-0814	Recessed Wall Mounting Box	\$299	\$239.20
8000-0811	Flush Wall Mounting Box	\$299	\$239.20
8000-0856	Clear AED Plus Wall Cabinet	\$329	\$263.20
8000-0608-01	RescueNet Code Review Software - Physical copy	\$89	\$71.20
8000-0815	USB IrDA Adapter	\$98	\$78.40
8000-0816	RS-232 IrDA Adapter	\$98	\$78.40
9650-0300-01	Operator's Guide for individual operators or for use as wall poster**	\$5	\$4.00
9650-0301-01	Administration Guide	\$5	\$4.00
8000-0311-01	ZOLL Administration Software, CD-ROM	\$149	\$119.20
9658-0401-01	EMS / Public Safety AED Plus Promotional Video - Mpeg file on CD	\$25	\$20.00
9310-0738	AED Plus 3-D Wall Sign	\$13	\$10.40
8000-0825	AED Plus Wall Sign (81/2" x 11")	\$10	\$8.00
		11 V	

ZOLL AED Plus Training Unit The AED Plus Itrainer is for use by Trainers to train in the use of the AED Plus. Supplied with Training Remote Control hand held cord, one set CPR-D training electrodes one pair of replacement gels operator manual administration guide and (1) one year limited warranty to Training Electrodes — with reusable "Z-design" electrode with CPR hand placement indicator and one (1) pair	\$379	\$303.20
ZOLL AED Plus Training Unit The AED Plus Itrainer is for use by Trainers to train in the use of the AED Plus. Supplied with Training Remote Control hand held cord, one set CPR-D training electrodes one pair of replacement gels operator manual administration guide and (1) one year limited warranty **Training Electrodes — with reusable "Z-design" electrode with CPR hand placement indicator and one (1) pair	\$379	\$303.20
The AED PLUS trainer is for use by Trainers to train in the use of the AED Plus. Supplied with Training Remote Control hand held cord, one set CPR-D training electrodes one pair of replacement gets operator manual administration guide and (1) one year limited warranty of training Electrodes — with reusable "Z-design" electrode with CPR hand placement indicator and one (1) pair		
of replacement gels operator manual administration guide and (1) one year limited warranty z Training Electrodes with reusable "Z-design" electrode with CPR hand placement indicator and one (1) pair		
adhesive gels. (Note: the disposable gels must be applied to the reusable pad before use)	\$85	\$68.00
Adhesive gels for CPR-D Padz - Training Electrode replacements, 5 pair	\$29	\$23.20
e Cord (replacement)	\$19	\$15.20
C'Adapter (1) And (1)	\$50	\$40.00
ote (replacement)	\$1,50	\$120.00
ator's Guide (replacement)	\$10	\$8.00
S and Public Safety Video - VHS	\$25	\$20.00
st Responder Video - VHS	\$25	\$20.00
ust be purchased separately.		
<u>이라님</u> 문제하다면 많은 이번에 있다. 문항이라면 생겨울은		
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그 일을 보는 내용 생각이라는 세계를 하는데 하는데 함께 없었다.		
	\$319	\$255.20
arry bac, manikin torso with heand and one CPR-Demo Pad/		
Demo Manikin	\$99	\$79.20
anikin torso with velcro strips attached and a separate head with hardware for attachment		
mo Pad	¢110	\$95.20
	7. K.	400.20
PR puck and connector for simulator		
ent CPR-D Demo Pads	\$39	\$31.20
emo Pad" assemblies, each with a pair of tabbed pull-away gel covers without		
ick assembly) Can be used to replace worn, frayed of lost pads from complete CPR-D Demo	Pad	
	at Adhesive gels for CPR-D Padz - Training Electrode replacements, 5 pair the Cord (replacement) AC Adapter tote (replacement) the CPR-D gels (replacement) the CPR-D gels (replacement) the CPR-D Demo Pads pair of CPR-D pemo Pads pair of CPR-D replacement electrode pads with tabbed pull-away gel covers the CPR-D Demo Pad's assemblies, each with a pair of tabbed pull-away gel covers without uck assembly) Can be used to replace worn, frayed of lost pads from complete CPR-D Demo	the Cord (replacement) AC Adapter S50 ote (replacement) sto stor's Guide (replacement) AS and Public Safety Video - VHS st Responder Video - VHS start be purchased separately. start Trainer start o Kit arry bac, manikin torso with heand and one CPR-Demo Pad/ Demo Manikin sanikin torso with velcro strips attached and a separate head with hardware for attachment amo Pad ne CPR-D Demo Pad (with Velcro strips for attachment to manikin) and y-cable with CPR puck and connector for simulator ent CPR-D Demo Pads pair of CPR-D pemo Pads strip s

State of RI BID 122707 Price Ust Page 5 of 5



Five Year Factory Warranty

ZOLL Medical Corporation

Worldwide Headquarters 269 Mill Road Chelmsford, Massachusetts 01824-4105 U.S.A.

978 421-9655 978 421-0025 Main Fax

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of installation, or thirty (30) days after the date of shipment from ZOLL's facility, whichever first occurs, the equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for a period of five (5) years. Accessories and electrodes shall be warranted for ninety (90) days from date of shipment. During such period ZOLL will at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the equipment found to be defective in material or workmanship, ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. The foregoing warranty does not apply to software included as part of the equipment (including software embodied in read-only memory, known as "firmware"). The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL for any breach of any warranty related to the equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.



ZOLL Medical Corporation

Worldwide Headquarters 269 Mill Road Chelmsford, Massachusetts 01824-4105 U.S.A.

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ZOLL AED Pro 5 YEAR FACTORY WARRANTY

ZOLL Medical Corporation warrants to the Customer that for a period of 5 years from the date shipment from ZOLL Medical Corporation's facility, the ZOLL AED Pro (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service.

During such period ZOLL Medical Corporation will, at no charge to the Customer, either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, then ZOLL Medical Corporation's regular service charges shall apply.

This Factory Warranty covers the AED Pro for 5 years from the date of shipment from ZOLL Medical Corporation's facility for the following: all parts and labor, all shipping and insurance costs, and a Service Loaner at no charge for use during the repair.

Accessories (cables, single battery chargers and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL Medical Corporation will, at no charge to the Customer, either repair or replace (at ZOLL Medical Corporation's sole option) any part of the accessories found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, then ZOLL Medical Corporation's regular service charges shall apply.

ZOLL Medical Corporation shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment, caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL Medical Corporation; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation; or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware"). The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight, Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a

breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

<u>PRODUCT ACCEPTANCE</u> - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

<u>DELIVERY</u> If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

<u>PAYMENT</u> - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.